

**SERIAL 05052 C            PLASTIC SACK LUNCH BAGS**

**DATE OF LAST REVISION: July 06, 2005 CONTRACT END DATE: July 31, 2008**

**CONTRACT PERIOD THROUGH JULY 31, 2008**

TO:                    All Departments

FROM:                Department of Materials Management

SUBJECT:            Contract for **PLASTIC SACK LUNCH BAGS (NIGP CODE 64060)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 06, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

AS/ks  
Attach

Copy to:            Clerk of the Board  
                         Amie Bristol, MCSO  
                         Kathy Sicard, Materials Management

(Please remove Serial 00060-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **PLASTIC SACK LUNCH BAGS  
(NIGP CODE 64060)**

**1.0 INTENT:**

The intent of this Solicitation is to establish a contract for plastic sack lunch bags. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

**2.0 TECHNICAL SPECIFICATIONS:**

2.1 10 1/2"L x 8 1/2"W x 0.0015 mil Deli "Saddle" bag with fold over flap.

2.1.1 Color: Opaque.

2.1.2 Packaging: 2,000 bags per case.

2.2 14"L x 9"W x 0.0015 mil clear poly bag.

2.2.1 Packaging: 3,000 bags per case.

**2.3 USAGE REPORT:**

The Contractor shall furnish the County upon request a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

**2.4 DELIVERY:**

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within seven (7) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

**2.5 SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.6 INVOICING REQUIREMENTS:

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County.

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit.

2.7 STOCK:

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.8 BRAND NAME:

Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.9 SAMPLES:

**Contractors will be required to furnish samples of production items proposed for examination by the County. The items are to be furnished with the bid and clearly labeled NO COST to the County and sent to the address designated in the Invitation for Bids.**

2.10 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product, it shall provide the following to the County:

- 2.10.1 Documentation from the manufacturer that the product has been discontinued.
- 2.10.2 Documentation that names the replacement product.
- 2.10.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.10.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product.
- 2.10.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

**3.0 SPECIAL TERMS & CONDITIONS:**

**3.1 CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

**3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

**3.3 ESCALATION:**

*ANY REQUEST FOR REASONABLE PRICE ADJUSTMENTS **must be** submitted thirty (30) days *prior* to the Anniversary date. *Justification* for the requested adjustment in cost of labor and/or materials **must be** supported by appropriate documentation and **must be** WITHIN THE PRODUCER PRICE INDEX FOR THE COMMODITY. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.*

**3.4 EVALUATION CRITERIA:**

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

**3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**3.6 TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

**3.7 ORDERING AUTHORITY:**

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid).

3.8 INDEMNIFICATION:

3.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.9 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504  
(astupka@mail.maricopa.gov )

Technical telephone inquiries shall be addressed to:

Amie Bristol, Sheriff's Procurement, 602-876-3409

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.12 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide one (1) original (labeled) copy of pricing.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.14 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.14.1 One (1) original of all submissions is MANDATORY

3.14.2 Pricing pages, MANDATORY (Attachment A)

3.14.3 Agreement page, MANDATORY (Attachment B)

3.14.4 References (Attachment C)

**B & S SUPPLY CO., INC., 3725 W THOMAS ROAD, PHOENIX, AZ 85019****PRICING SHEET C810510/B0604623 NIGP CODE 64060**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NOWILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NOIF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NOINTERNET ORDERING CAPABILITY: ☐ YES ☐ NO ☐ % DISCOUNT (AFTER JUNE 2005)OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

SAMPLES required with bid submission.

|     | <u>ITEM DESCRIPTION</u>   | <u>ESTIMATED<br/>ANNUAL<br/>CASE USAGE</u> | <u>UNIT<br/>PRICE</u> | <u>CASE<br/>PRICE</u> |
|-----|---|--|-----------------------|-----------------------|
| 2.1 | 10 1/2"L x 8 1/2"W x 0.0015 mil<br>Deli "Saddle" bag with fold over flap. | 3200                                       | \$ 0.0056 EA          | \$ 11.20 / CASE       |
| 2.2 | 14"L x 9"W x 0.0015 mil clear poly bag.                                   | 1800                                       | \$ 0.0135 EA          | \$ 40.50 / CASE       |

Terms: 2% 10 Net 30

Vendor Number: W000001709 X

Telephone Number: 602-256-6155

Fax Number: 602-495-9879

Contact Person: William Frazier

E-mail Address: [bfrazier@bssupply.com](mailto:bfrazier@bssupply.com)Contract Period: To cover the period ending **July 31, 2008.**